

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	16-0241
Introduction Date	2/10/16
Enactment Number	16-0226
Enactment Date	2-10-16



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Vernon Hal, Senior Business Officer *VENT*

**Board Meeting Date** February 10, 2016

**Subject** **EXECUTIVE ON LOAN AGREEMENT WITH URBAN STRATEGIES COUNCIL**

**Action Requested** **Ratification Of Executive On Loan Agreement With Urban Strategies Council**

**Background and Discussion**

The District has a longstanding Executive on Loan program with Urban Strategies Council whereby it has provided Executives on Loan to support the District's Business and Operations departments. The current agreement is to provide an Executive on Loan to support the completion of the final audits that will bring the District current on its audits. The term of the agreement is from January 1, 2016 through June 30, 2017, at a cost not to exceed \$75,000.

**Recommendation** **Ratification Of Executive On Loan Agreement With Urban Strategies Council**

**Fiscal Impact** Funding resource name: General Purpose

**Attachments**

- Agreement



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With *Every* Consent Agenda Contract.**

**Legislative File ID No.** 16-0241

**Department:** Fiscal Services

**Vendor Name:** Urban Strategies Council

**Contract Term:** Start Date: 01-01-2016 End Date: 06-30-2017

**Annual Cost:** \$ 75,000.00

**Approved by:** Vernon Hal, Senior Business Officer

**Is Vendor a local Oakland business?** Yes ☒ No ☐

**Why was this Vendor selected?**

Prior experience supporting Executive on Loan Program.

**Summarize the services this Vendor will be providing.**

Executive on loan to support completion of annual audits.

**Was this contract competitively bid?** Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

Knowledge of hourly rate of fiscal experts. Hourly rate being paid is \$85 per hour.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☒ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

**EXECUTIVES ON LOAN AGREEMENT  
BETWEEN  
URBAN STRATEGIES COUNCIL  
AND  
OAKLAND UNIFIED SCHOOL DISTRICT**

**Parties**

This Agreement is entered into between the **Urban Strategies Council** (hereinafter referred to as the "Council") and the **Oakland Unified School District** (hereinafter referred to as the "District").

**Parties**

This Agreement is entered into between the **Urban Strategies Council** (hereinafter referred to as the "Council") and the **Oakland Unified School District** (hereinafter referred to as the "District") to cover the period of January 1, 2016 through June 30, 2017.

**I. Purpose**

The Council wishes to continue its on-going relationship with the District by supporting the District's Executive on Loan program. Under the Executive on Loan program, the Council will provide Executives on Loan to the District to support the District's Business and Operations departments, including human resources, financial services, payroll, accounting, auditing and student assignment.

**II. Scope of Engagement**

The Executives on Loan will serve as lead project consultants for public finance, fiscal management and budget development. The Executives on Loan shall work as loaned executives in the District's Business and Operations division. The District's Senior Business Officer will identify and define scope of specific assignments and/or projects that the Executives on Loan will undertake.

**III. Term**

This agreement is for the period from January 1, 2016 through June 30, 2017, unless extended in writing by mutual agreement of the Council and the District. The agreement may be terminated by either party upon thirty (30) days prior written notice.

#### **IV. Compensation**

For the aforementioned services, the District shall pay the Council 100% of the salaries of the Executives on Loan, plus an administrative fee of 10%. The amount to be paid by the District to the Council under this Agreement shall not exceed \$75,000. The Council shall invoice the District quarterly during each fiscal year. The invoices shall be submitted to:

Vernon Hal, Deputy Superintendent Business and Operations  
1000 Broadway Suite 680  
Oakland, CA 94607

***or emailed to:***

Vernon.Hal@ousd.k12.ca.us

At all times, the Executives on Loan shall be deemed independent contractors of the District and shall not be entitled to any District employee benefits. None of the work to be performed by the Executives on Loan shall be subcontracted without prior written consent of the Council. The Council shall submit Forms 1098 to the Internal Revenue Service and will provide Forms 1099 to the Executives on Loan. The Council will not withhold or pay any taxes. Payment of all taxes is the sole responsibility of the Executives on Loan.

#### **V. CONFIDENTIALITY AND OWNERSHIP OF MATERIALS AND PRODUCTS**

##### **A. Confidential Information and Data:**

The District and the Council agree not to publish or otherwise disclose any information or data obtained from each other or from third parties pursuant to this agreement that has been identified in writing as confidential or proprietary ("Confidential Information"), for any purpose other than performance of the work hereunder, without the prior written consent of the non-disclosing party(ies). Both parties shall obligate its employees, sub-Districts, consultants and agents to protect the Confidential Information in accordance with these requirements. "Confidential Information" as used hereunder, does not include information which: (i) is or becomes available to the public through no breach of this sub-contract by the parties; (ii) is required to be disclosed by either party pursuant to law or court order, provided the party required to so disclose gives prior notice to the other party of the required disclosure detailing the Confidential Information to be disclosed, and cooperates to preserve, to the extent possible, the confidentiality of the Confidential Information; or (iii) is independently known by the recipient of Confidential Information prior to receipt thereof or is discovered independently by the recipient.

##### **B. Ownership of Work Products and Materials:**

The District shall maintain full ownership and exclusive rights to all work produced in the course of and as an end result of this agreement, including drafts, any code developed,

as well as all design and functionality of the draft and final materials. No use of any of the materials produced as an end result of this contract shall be made without the OUSD's prior written consent. The District maintains the right to produce and disseminate descriptions of the activities it has carried out under this contract that do not include reproducing the products themselves or otherwise violating the terms of this clause.

## **VI. JURISDICTION, SEVERABILITY AND DISPUTE RESOLUTION**

### **A. Jurisdiction**

This agreement shall be deemed to have been executed under the laws of the State of California. If any provision of this agreement shall be deemed invalid or void, the remainder of the agreement shall remain in effect.

### **B. Severability**

If any sections of provisions of this contract are determined to be void or unenforceable by a court of competent jurisdiction, the remaining sections and provisions shall remain in full force and effect unless or until modified in writing by mutual agreement of the parties.

### **C. Dispute Resolution**

In the event that a dispute arises between the parties regarding the interpretation of this agreement or performance under it, the aggrieved party shall notify the other party in writing. Within three working days of receipt of written notice regarding a dispute of interpretation or performance, the parties shall meet by telephone or in person to discuss and resolve the matter in a manner satisfactory to both parties.

In the event that the meeting described in the paragraph does not result in satisfactory resolution of the dispute, the parties agree to submit such dispute to binding arbitration under the rules of the American Arbitration Association, with both parties sharing equally in the costs of such arbitration. The decision of the arbitrator shall be final and enforceable in any court of competent jurisdiction.

## **VII. HOLD HARMLESS**

The District agrees to defend and hold harmless the Council against any claims, administrative or judicial, that may occur as a result of activities and services rendered per this agreement, to the extent that such claims are due to the actions or omissions of the District.

The Council agrees to defend and hold harmless District against any claims, administrative or judicial, that may occur as a result of activities and services rendered per this agreement, to the extent that such claims are due to the actions or omissions of the Council.



## VIII. Conclusion

The provisions set forth above represent the entire agreement between the parties and the terms set forth herein shall not be modified, deleted, extended or otherwise altered except upon execution of a new agreement signed by both parties.

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**

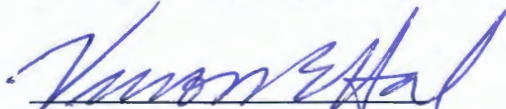
**Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

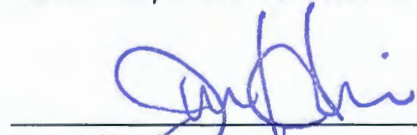
<https://www.sam.gov/portal/public/SAM>

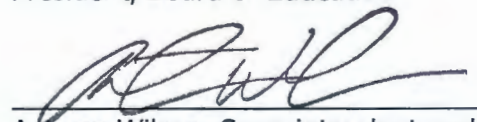
### **Urban Strategies Council**

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Junious Williams  
Chief Executive Officer

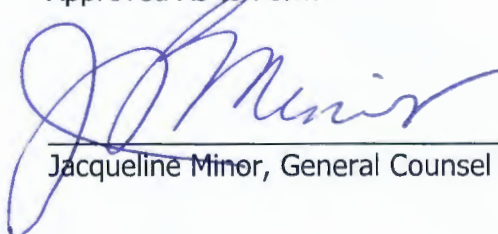
### **The Oakland Unified School District**

  
\_\_\_\_\_  
Vernon Hal, Senior Business Officer

  
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James Harris  
President, Board of Education

  
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Antwan Wilson, Superintendent and  
Secretary, Board of Education

Approved As to Form

  
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Jacqueline Minor, General Counsel

File ID Number: 16-02241  
Introduction Date: 2-10-16  
Enactment Number: 16-0226  
Enactment Date: 2-10-16

### **VIII. Conclusion**

The provisions set forth above represent the entire agreement between the parties and the terms set forth herein shall not be modified, deleted, extended or otherwise altered except upon execution of a new agreement signed by both parties.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**

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<https://www.sam.gov/portal/public/SAM>

#### **Urban Strategies Council**



Junious Williams  
Chief Executive Officer

#### **The Oakland Unified School District**

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James Harris  
President, Board of Education

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Antwan Wilson, Superintendent and  
Secretary, Board of Education

Approved As to Form

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Jacqueline Minor, General Counsel